

APR 23 '09

9-00 AM

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OF COUNSEL
URBAN A. LESTER

SURFACE TRANSPORTATION BOARD

April 23, 2009

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease Termination Agreement, dated as of March 27, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Master Equipment Lease Agreement and Assignment and Assumption Agreement previously filed with the Board under Recordation Numbers 20203 and 20203-B, respectively.

The names and addresses of the parties to the enclosed document are:

Lessor: Napa Trust c/o Wilmington Trust Company, not in its
individual capacity but solely as Bank Trustee
1100 North Market Street
Wilmington, DE 19890

Lessee: ConAgra Foods Lamb-Weston, Inc., successor in
interest to Lamb-Weston, Inc.
8701 West Gage Blvd
Tri-Cities, Washington 99302

Anne K. Quinlan, Esquire
April 23, 2009
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A description of the railroad equipment covered by the enclosed document is:

34 box cars TERMINATED within the series CAGX 9601 - CAGX 9642 as more particularly set forth in the document.

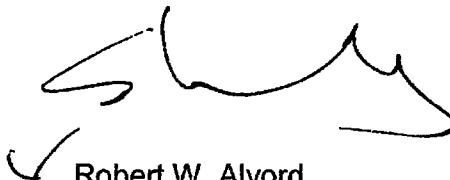
A short summary of the document to appear in the index is:

Lease Termination Agreement.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Alvord", with a checkmark to the left of the name.

Robert W. Alvord

RWA/sem
Enclosures

APR 23 '09

9-00 AM

SURFACE TRANSPORTATION BOARD

LEASE TERMINATION AGREEMENT

The undersigned, Napa Trust, a Delaware business trust, as Bank Trustee ("Lessor"), and ConAgra Foods Lamb Weston, Inc. successor-in-interest to Lamb-Weston, Inc., a Delaware corporation, under Lease Schedule No. 801 dated as of July 30, 1996, to that certain Master Rail Lease Agreement dated as of July 30, 1996 as more particularly described in Annex I attached hereto (the "Lease"), hereby terminate the Lease with respect to the thirty-four (34) 110 ton cryogenic box cars manufactured by General American Transportation Corporation with reporting marks and running numbers CAGX 9601 to and including CAGX 9604, CAGX 9608 to and including CAGX 9619, CAGX 9621 to and including CAGX 9628, CAGX 9630, CAGX 9633 to and including CAGX 9638, and CAGX 9640 to and including CAGX 9642 (the "Equipment") without prejudice to any indemnities, rights, claims or obligations which survive the termination of the Lease by its terms, and further release the Equipment covered thereby from all the terms and conditions thereof.

This Lease Termination Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original and all together shall constitute one and the same instrument.

Dated as of November __, 2008.

[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Termination Agreement to be executed all as of the date first above written, and the undersigned hereby declare pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is a true and correct document and was executed on the date indicated below their signatures.

LESSOR:

NAPA TRUST

By: WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as Trustee

By: Jose L. Paredes
Title: Assistant Vice President
Dated: _____

I Jose Paredes certify that I am the Asst. Vice Pres. of Wilmington Trust Company, that this Lease Termination Agreement was signed on behalf of the Lessor with due authorization and that the execution of this instrument was the free act and deed of the Lessor. I further certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on 3/27, 2009.

Signature _____

LESSEE:

CONAGRA FOODS LAMB WESTON, INC.

By: _____
Title: _____
Dated: _____

I _____ certify that I am the _____ of LAMB-WESTON, INC. that this Lease Termination Agreement was signed on behalf of the Lessee with due authorization and that the execution of this instrument was the free act and deed of the Lessee. I further certify under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2009.

Signature _____

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Termination Agreement to be executed all as of the date first above written, and the undersigned hereby declare pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is a true and correct document and was executed on the date indicated below their signatures.

LESSOR:

NAPA TRUST

By: WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as Trustee

By: Jose L. Paredes
Title: Assistant Vice President
Dated: _____

I Jose Paredes certify that I am the Asst. Vice Pres. of Wilmington Trust Company, that this Lease Termination Agreement was signed on behalf of the Lessor with due authorization and that the execution of this instrument was the free act and deed of the Lessor. I further certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on 3/27, 2009.

Signature [Signature]

LESSEE:

CONAGRA FOODS LAMB WESTON, INC.

By: M. P. Simpson
Title: Director of Legal Affairs
Dated: 3/27/09

I M. P. Simpson certify that I am the Dir. of Legal of LAMB-WESTON, INC. that this Lease Termination Agreement was signed on behalf of the Lessee with due authorization and that the execution of this instrument was the free act and deed of the Lessee. I further certify under penalty of perjury that the foregoing is true and correct.

Executed on 3/27, 2009.

Signature [Signature]

Annex 1
to Lease Termination Agreement

Description of Lease

1. Master Equipment Lease Agreement 7722804, dated as of July 30, 1996, between Pitney Bowes Credit Corporation, Lessor, and Lamb-Weston, Inc., Lessee, a Memorandum of which was filed with the Surface Transportation Board on July 31, 1996 at 11:10 a.m. under Recordation Number 20203.
2. Assignment and Assumption Agreement, dated as of January 31, 2000, from Pitney Bowes Credit Corporation, Assignor, to the Napa Trust (c/o Wilmington Trust Company, Trustee), Assignee, filed with the Surface Transportation Board on February 4, 2000 at 4:22 p.m. under Recordation Number 20203-B.

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

4/23/09



Robert W. Alvord